

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**ENJOI TRANSPORTATION, LLC**

**and**

Case 7-CA-53141  
7-CA-53729

**LOCAL 243, INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS**

**DECISION AND ORDER**

**Statement of the Cases**

On December 21, 2011, Enjoi Transportation, LLC (the Respondent), Local 243, International Brotherhood of Teamsters (the Union), and the Acting General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following:

**Findings of Fact**

**1. The Respondent's business**

The Respondent, a Michigan corporation with an office and facility located at 2866 E. Grand Blvd., Detroit, Michigan, has been engaged in the operation of providing transit and para-transit services to the public.

During the calendar year 2010, a representative period, the Respondent, in conducting its business operations described above, derived gross revenues in excess of \$250,000, and purchased and received at its Detroit, Michigan facility goods and materials valued in excess of \$50,000 directly from points outside the State of Michigan.

At all material times, the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act

2. The labor organization involved

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

3. The appropriate unit

The following employees of the Respondent, herein called the unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time drivers and dispatchers employed by the Respondent at or out of its facility located at 2866 E. Grand Blvd., Detroit, Michigan, *but excluding* all office clerical employees, managerial employees, confidential employees, professional employees, technical employees, and guards and supervisors as defined in the Act.

**ORDER**

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board orders that

The Respondent, Enjoi Transportation, LLC, Detroit, Michigan, its officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Coercively interrogating its employees with respect to their protected concerted and union activities.

(b) Engaging in surveillance of its employees engaged in protected concerted and union activities.

(c) Refusing to bargain in good faith with the Charging Union as the exclusive collective-bargaining representative of all full-time and regular part-time drivers and dispatchers employed by the Respondent at or out of its facility located at 2866 E. Grand Blvd., Detroit, Michigan, *but excluding* all office clerical employees, managerial employees, confidential employees, professional employees, technical employees, and guards and supervisors as defined in the Act.

(d) Unreasonably delaying and failing and refusing to provide the Charging Union with information that is relevant and necessary to its role as bargaining representative.

(e) Bargaining with no intention of reaching an agreement.

(f) Failing to cloak its bargaining representatives with the authority to enter into binding agreements.

(g) Refusing to meet at reasonable times for bargaining sessions.

(h) Canceling bargaining sessions that were agreed to previously.

(i) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of rights guaranteed under Section 7 of the Act.

(j) In any like or related manner refusing to bargain collectively and in good faith with the Charging Union as the exclusive collective-bargaining representative of the unit with respect to wages, hours, and other terms and conditions of employment.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) If not already provided, furnish the Charging Union with the information regarding the health benefit summary plan description requested on November 15 and December 22, 2010 and February 16, April 18, July 20, and September 13, 2011, and the information regarding the performance evaluation program and formula requested on February 16, 2011.

(b) Upon request, meet and bargain collectively and in good faith with the Charging Union as the exclusive collective-bargaining representative of the unit no less than 24 hours per month, in daily sessions of between 4 and 6 hours, or upon another schedule mutually agreed to by the parties, and, if an understanding is reached, reduce it to writing and sign it. On the latter of the resumption of bargaining or the provision of information regarding the health benefit summary plan description requested on November 15 and December 22, 2010 and February 16, April 18, July 20, and September 13, 2011, and the information regarding the performance evaluation program and formula requested on February 16, 2011 by the Respondent to the Charging Union, the Charging Union's status as the exclusive collective-bargaining representative of the unit shall be extended for 12 months thereafter, as if the initial year of the certification had not expired.

(c) Post at its Detroit, Michigan facility copies of the attached notice marked "Appendix A" within 14 days of the Region's service of the notice. Copies of the notice, on forms provided by Region 7, shall be signed by the Respondent's authorized

representative and posted by the Respondent. Copies of the notice shall be posted for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. In addition, the Respondent will mail signed copies of the notice, marked as "Appendix A", at the Respondent's own expense, to the unit employees employed by the Respondent at any time since January 25, 2011. The notice shall be mailed to the last known address of each employee.

(d) Convene the unit employees during working times at the Respondent's facility, at which time the Notice to Employees marked as "Appendix A" is to be read to the unit by a responsible agent of the Respondent in the presence of a Board agent or, at the Respondent's option, the Notice to Employees will be read by the Board agent to the unit. The reading will take place within 14 days of service by the Region at a date and time to be determined by the Regional Director after consultation with the Respondent and the Charging Union.

(e) Within 21 days after service by the Region, file with the Regional Director for Region 7 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply, including the date and to whom the attached notice marked as Appendix A was mailed.

Dated, Washington, D.C., December 30, 2011.

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Mark Gaston Pearce, Chairman

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Craig Becker, Member

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Brian E. Hayes, Member

(SEAL)

**NATIONAL LABOR RELATIONS BOARD**

Appendix A

NOTICE TO EMPLOYEES

**Posted by Order of the  
National Labor Relations Board  
An Agency of the United States Government**

PURSUANT TO A **FORMAL SETTLEMENT STIPULATION** PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

Section 7 of the National Labor Relations Act gives you as employees these rights:

- Form, join, or assist a union;
- Choose representatives to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** coercively interrogate our employees with respect to their protected concerted and union activities.

**WE WILL NOT** engage in surveillance of our employees engaged in protected concerted and union activities.

**WE WILL NOT**, upon request, refuse to bargain in good faith with Local 243, International Brotherhood of Teamsters (the Union) as the exclusive collective-bargaining representative of the our employees in the following appropriate unit (the unit):

- All full-time and regular part-time drivers and dispatchers employed by the Respondent at or out of its facility located at 2866 E. Grand Blvd., Detroit, Michigan, *but excluding* all office clerical employees, managerial employees, confidential employees, professional employees, technical employees, and guards and supervisors as defined in the Act.

**WE WILL NOT** unreasonably delay in providing the Union with information that is relevant and necessary to its role as your bargaining representative.

**WE WILL NOT** fail and refuse to provide the Union with information that is relevant and necessary to its role as your bargaining representative.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**WE WILL**, if not already provided, furnish the Union with the information it requested on November 15, 2010, December 22, 2010, February 16, 2011, April 18, 2011, July 20, 2011, and September 13, 2011.

**WE WILL**, upon request, meet and bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of the unit, no less than 24 hours per month, in daily sessions of between 4 and 6 hours, or upon another schedule mutually agreed to by the parties, until either a collective-bargaining agreement or a good-faith impasse is reached.

Enjoi Transportation, LLC  
(Respondent)

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
(Representative) (Title)